

**GREENE INFUSO, LLP**  
3030 South Jones Boulevard Suite 101  
Las Vegas, Nevada 89146  
(702) 570-6000

James D. Greene, Esq., NV Bar No. 2647

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**GREENE INFUSO, LLP**

3030 South Jones Boulevard, Suite 101

Las Vegas, Nevada 89146

Ph: (702) 570-6000

Fax: (702) 463-8401

E-mail: [jgreene@greeneinfusolaw.com](mailto:jgreene@greeneinfusolaw.com)

Wendy Medura Krincek, Esq. NV Bar No. 6417

**LITTLER MENDELSON, P.C.**

3960 Howard Hughes Parkway

Suite 300

Las Vegas, Nevada 89169-5937

Ph: (702) 862-8800

Fax: 702-862-8811

Attorneys for Plaintiffs

**UNITED STATES BANKRUPTCY COURT**

**FOR THE DISTRICT OF NEVADA**

In re:

Case No BK-15-14956-ABL

MARC JOHN RANDAZZA,

Chapter 11

Debtor.

Adversary Proceeding No.  
15-01193-ABL

EXCELSIOR MEDIA CORP., a Nevada  
Corporation; and LIBERTY MEDIA  
HOLDINGS, LLC, a Nevada Limited  
Company,

Plaintiffs,

**PLAINTIFFS' ANSWER TO  
DEFENDANT'S COUNTERCLAIMS  
AND RESPONSE TO DEBTOR'S  
OBJECTION TO CLAIM**

V.

MARC JOHN RANDAZZA, an individual,

Defendant.

AND RELATED COUNTERCLAIMS.

Plaintiffs Excelsior Media Corp. ("Excelsior") and Liberty Media Holdings, LLC  
("Liberty" and, collectively with Excelsior, "E/L" or "Plaintiffs"), by and through their

undersigned counsel, James D. Greene, Esq., of Greene Infuso, LLP, hereby respond to the Counterclaim and Objection to Proof of Claim (“Counterclaim-Objection”) filed by Debtor Marc John Randazza (“Debtor”) as follows:

**JURISDICTION AND VENUE**

1. Plaintiffs admit the allegations in Paragraph 1 of Debtor’s Counterclaim-Objection.
2. Plaintiffs are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in Paragraph 2 of Debtor’s Counterclaim-Objection and, therefore, denies the same.
3. Plaintiffs admit the allegations in Paragraph 3 of Debtor’s Counterclaim-Objection.
4. The statements in paragraph 4 of the Counterclaim-Objection do not require an admission or denial, but Plaintiffs acknowledge that they consent to entry of final orders and judgments by this Court.
5. Plaintiffs admit the allegations in Paragraph 5 of Debtor’s Counterclaim-Objection.

**THE PARTIES**

6. Plaintiffs admit the allegations in Paragraph 6 of Debtor’s Counterclaim-Objection.
7. Plaintiffs admit the allegations in Paragraph 7 of Debtor’s Counterclaim-Objection.

**GENERAL ALLEGATIONS**

8. Plaintiffs are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in Paragraph 8 of Debtor’s Counterclaim-Objection and, therefore, deny the same.
9. Plaintiffs admit the allegations in Paragraph 9 of Debtor’s Counterclaim-Objection.
10. Plaintiffs admit the allegations in Paragraph 10 of Debtor’s Counterclaim-Objection.
11. Plaintiffs admit the allegations in Paragraph 11 of Debtor’s Counterclaim-Objection.
12. Plaintiffs admit the allegations in Paragraph 12 of Debtor’s Counterclaim-Objection.
13. Plaintiffs admit the allegations in Paragraph 13 of Debtor’s Counterclaim-Objection.

1 14. Plaintiffs are without sufficient knowledge or information to form a belief as to the truth  
2 or falsity of the allegations contained in Paragraph 14 of Debtor's Counterclaim-Objection and,  
3 therefore, deny the same.

4 15. Plaintiffs are without sufficient knowledge or information to form a belief as to the truth  
5 or falsity of the allegations contained in Paragraph 15 of Debtor's Counterclaim-Objection and,  
6 therefore, deny the same.

7 16. Plaintiffs deny the allegations in Paragraph 16 of Debtor's Counterclaim-Objection.

8 17. Plaintiffs admit to the allegations in Paragraph 17 of Debtor's Counterclaim-Objection.

9 18. Plaintiffs are without sufficient knowledge or information to form a belief as to the truth  
10 or falsity of the allegations contained in Paragraph 18 of Debtor's Counterclaim-Objection and,  
11 therefore, deny the same.

12 19. Plaintiffs deny the allegations in Paragraph 19 of Debtor's Counterclaim-Objection.

13 20. Plaintiffs deny the allegations in Paragraph 20 of Debtor's Counterclaim-Objection.

14 21. Plaintiffs deny the allegations in Paragraph 21 of Debtor's Counterclaim-Objection.

15 22. Plaintiffs deny the allegations in Paragraph 22 of Debtor's Counterclaim-Objection.

16 23. Plaintiffs deny the allegations in Paragraph 23 of Debtor's Counterclaim-Objection.

17 24. Plaintiffs deny the allegations in Paragraph 24 of Debtor's Counterclaim-Objection.

18 25. Plaintiffs deny the allegations in Paragraph 25 of Debtor's Counterclaim-Objection.

19 26. Plaintiffs deny the allegations in Paragraph 26 of Debtor's Counterclaim-Objection.

20 27. Plaintiffs deny the allegations in Paragraph 27 of Debtor's Counterclaim-Objection.

21 28. Plaintiffs deny the allegations in Paragraph 28 of Debtor's Counterclaim-Objection.

22 29. Plaintiffs deny the allegations in Paragraph 29 of Debtor's Counterclaim-Objection.

23 30. Plaintiffs admit the allegations in Paragraph 30 of Debtor's Counterclaim-Objection.

24 31. Plaintiffs admit the allegations in Paragraph 31 of Debtor's Counterclaim-Objection.

25 32. Plaintiffs are without sufficient knowledge or information to form a belief as to the truth  
26 or falsity of the allegations contained in Paragraph 32 of Debtor's Counterclaim-Objection and,  
27 therefore, deny the same.

28

1 33. Plaintiffs are without sufficient knowledge or information to form a belief as to the truth  
2 or falsity of the allegations contained in Paragraph 33 of Debtor's Counterclaim-Objection and,  
3 therefore, deny the same.

4 34. Plaintiffs are without sufficient knowledge or information to form a belief as to the truth  
5 or falsity of the allegations contained in Paragraph 34 of Debtor's Counterclaim-Objection and,  
6 therefore, deny the same.

7 35. Plaintiffs deny the allegations in Paragraph 35 of Debtor's Counterclaim-Objection.

8 36. Plaintiffs deny the allegations in Paragraph 36 of Debtor's Counterclaim-Objection.

9 37. Plaintiffs deny the allegations in Paragraph 37 of Debtor's Counterclaim-Objection.

10 38. Plaintiffs are without sufficient knowledge or information to form a belief as to the truth  
11 or falsity of the allegations contained in Paragraph 38 of Debtor's Counterclaim-Objection and,  
12 therefore, deny the same.

13 39. Plaintiffs are without sufficient knowledge or information to form a belief as to the truth  
14 or falsity of the allegations contained in Paragraph 39 of Debtor's Counterclaim-Objection and,  
15 therefore, deny the same.

16 40. Plaintiffs deny the allegations in Paragraph 40 of Debtor's Counterclaim-Objection.

17 41. Plaintiffs deny the allegations in Paragraph 41 of Debtor's Counterclaim-Objection.

18 42. Plaintiffs deny the allegations in Paragraph 42 of Debtor's Counterclaim-Objection.

19 43. Plaintiffs deny the allegations in Paragraph 43 of Debtor's Counterclaim-Objection.

20 44. Plaintiffs are without sufficient knowledge or information to form a belief as to the truth  
21 or falsity of the allegations contained in Paragraph 44 of Debtor's Counterclaim-Objection and,  
22 therefore, deny the same.

23 45. Plaintiffs admit the allegations in Paragraph 45 of Debtor's Counterclaim-Objection.

24 46. Plaintiffs deny the allegations in Paragraph 46 of Debtor's Counterclaim-Objection.

25 47. Plaintiffs deny the allegations in Paragraph 47 of Debtor's Counterclaim-Objection.

26 48. Plaintiffs deny the allegations in Paragraph 48 of Debtor's Counterclaim-Objection.

1 49. Plaintiffs admit that neither of them paid severance funds to Debtor, but deny the  
2 remaining allegations in Paragraph 49 of Debtor's Counterclaim-Objection, including the  
3 allegation that Plaintiffs, or either of them, were obligated to pay such funds.

4 50. Plaintiffs admit the allegations in Paragraph 50 of Debtor's Counterclaim-Objection.

5 51. Plaintiffs admit the allegations in Paragraph 51 of Debtor's Counterclaim-Objection.

6 52. Plaintiffs admit the allegations in Paragraph 52 of Debtor's Counterclaim-Objection.

7 53. Plaintiffs deny the allegations in Paragraph 53 of Debtor's Counterclaim-Objection.

8 54. Plaintiffs admit that the Arbitrator has not issued an order addressing awards of attorneys'  
9 fees or costs, but deny the remaining allegations in Paragraph 54 of Debtor's Counterclaim-  
10 Objection.

11 55. Plaintiffs admit the allegations in Paragraph 55 of Debtor's Counterclaim-Objection.

12 56. Plaintiffs admit the allegations in Paragraph 56 of Debtor's Counterclaim-Objection.

13 57. Plaintiffs admit the allegations in Paragraph 57 of Debtor's Counterclaim-Objection.

14 58. Plaintiffs admit the allegations in Paragraph 58 of Debtor's Counterclaim-Objection.

15 59. Plaintiffs deny the allegations in Paragraph 59 of Debtor's Counterclaim-Objection.

16 60. Plaintiffs deny the allegations in Paragraph 60 of Debtor's Counterclaim-Objection.

17 61. Plaintiffs deny the allegations in Paragraph 61 of Debtor's Counterclaim-Objection.

18 62. Plaintiffs deny the allegations in Paragraph 62 of Debtor's Counterclaim-Objection.

19 63. Plaintiffs deny the allegations in Paragraph 63 of Debtor's Counterclaim-Objection.

20 64. Plaintiffs deny the allegations in Paragraph 64 of Debtor's Counterclaim-Objection.

21 65. Plaintiffs are without sufficient knowledge or information to form a belief as to the truth  
22 or falsity of the allegations contained in Paragraph 65 of Debtor's Counterclaim-Objection and,  
23 therefore, deny the same.

24 66. Plaintiffs deny the allegations in Paragraph 66 of Debtor's Counterclaim-Objection.

25 67. Plaintiffs are without sufficient knowledge or information to form a belief as to the truth  
26 or falsity of the allegations contained in Paragraph 67 of Debtor's Counterclaim-Objection and,  
27 therefore, deny the same.

28 68. Plaintiffs deny the allegations in Paragraph 68 of Debtor's Counterclaim-Objection.

- 1 69. Plaintiffs deny the allegations in Paragraph 69 of Debtor's Counterclaim-Objection.
- 2 70. Plaintiffs deny the allegations in Paragraph 70 of Debtor's Counterclaim-Objection.
- 3 71. Plaintiffs deny the allegations in Paragraph 71 of Debtor's Counterclaim-Objection.
- 4 72. Plaintiffs deny the allegations in Paragraph 72 of Debtor's Counterclaim-Objection.
- 5 73. Plaintiffs deny the allegations in Paragraph 73 of Debtor's Counterclaim-Objection.
- 6 74. Plaintiffs deny the allegations in Paragraph 74 of Debtor's Counterclaim-Objection.
- 7 75. Plaintiffs deny the allegations in Paragraph 75 of Debtor's Counterclaim-Objection.
- 8 76. Plaintiffs deny the allegations in Paragraph 76 of Debtor's Counterclaim-Objection.
- 9 77. Plaintiffs deny the allegations in Paragraph 77 of Debtor's Counterclaim-Objection.
- 10 78. Plaintiffs deny the allegations in Paragraph 78 of Debtor's Counterclaim-Objection.
- 11 79. Plaintiffs deny the allegations in Paragraph 79 of Debtor's Counterclaim-Objection.

12 **CLAIMS FOR RELIEF**

13 **FIRST CLAIM OF RELIEF**

14 **(Objection to Claim)**

- 15 80. Plaintiffs repeat and re-allege their responses to Paragraphs 1 through 79 of Debtor's
- 16 Counterclaim-Objection as stated above.
- 17 81. Plaintiffs admit the allegations in the first sentence of Paragraph 81 of Debtor's
- 18 Counterclaim-Objection, but deny the remaining allegations in said paragraph.
- 19 82. Plaintiffs deny the allegations in Paragraph 82 of Debtor's Counterclaim-Objection.
- 20 83. Plaintiffs deny the allegations in Paragraph 83 of Debtor's Counterclaim-Objection.
- 21 84. Plaintiffs deny the allegations in Paragraph 84 of Debtor's Counterclaim-Objection.
- 22 85. Plaintiffs deny the allegations in Paragraph 85 of Debtor's Counterclaim-Objection.
- 23 86. Plaintiffs deny the allegations in Paragraph 86 of Debtor's Counterclaim-Objection.
- 24 87. Plaintiffs deny the allegations in Paragraph 87 of Debtor's Counterclaim-Objection.
- 25 88. Plaintiffs deny the allegations in Paragraph 88 of Debtor's Counterclaim-Objection.
- 26 89. Plaintiffs deny the allegations in Paragraph 89 of Debtor's Counterclaim-Objection.
- 27 90. Plaintiffs deny the allegations in Paragraph 90 of Debtor's Counterclaim-Objection.
- 28 91. Plaintiffs deny the allegations in Paragraph 91 of Debtor's Counterclaim-Objection.

1 92. Plaintiffs deny the allegations in Paragraph 92 of Debtor's Counterclaim-Objection.

2 93. Plaintiffs deny the allegations in Paragraph 93 of Debtor's Counterclaim-Objection.

3 94. Plaintiffs deny the allegations in Paragraph 94 of Debtor's Counterclaim-Objection.

4 95. Plaintiffs deny the allegations in Paragraph 95 of Debtor's Counterclaim-Objection.

5 **SECOND CLAIM OF RELIEF**

6 **(Breach of Contract)**

7 96. Plaintiffs repeat and re-allege their responses to Paragraphs 1 through 95 of Debtor's  
8 Counterclaim-Objection as stated above.

9 97. Plaintiffs admit the allegations in Paragraph 97 of Debtor's Counterclaim-Objection.

10 98. Plaintiffs deny the allegations in Paragraph 98 of Debtor's Counterclaim-Objection.

11 99. Plaintiffs are without sufficient knowledge or information to form a belief as to the truth  
12 or falsity of the allegations contained in Paragraph 99 of Debtor's Counterclaim-Objection and,  
13 therefore, deny the same.

14 100. Plaintiffs deny the allegations in Paragraph 100 of Debtor's Counterclaim-  
15 Objection.

16 101. Plaintiffs deny the allegations in Paragraph 101 of Debtor's Counterclaim-  
17 Objection.

18 102. Plaintiffs deny the allegations in Paragraph 102 of Debtor's Counterclaim-  
19 Objection.

20 103. Plaintiffs deny the allegations in Paragraph 103 of Debtor's Counterclaim-  
21 Objection.

22 104. Plaintiffs deny the allegations in Paragraph 104 of Debtor's Counterclaim-  
23 Objection.

24 **THIRD CLAIM FOR RELIEF**

25 **(Breach of Contract)**

26 105. Plaintiffs repeat and re-allege their responses to Paragraphs 1 through 104 of  
27 Debtor's Counterclaim-Objection as stated above.

28

1 106. Plaintiffs admit the allegations in Paragraph 106 of Debtor's Counterclaim-  
2 Objection.

3 107. Plaintiffs deny the allegations in Paragraph 107 of Debtor's Counterclaim-  
4 Objection.

5 108. Plaintiffs deny the allegations in Paragraph 108 of Debtor's Counterclaim-  
6 Objection.

7 109. Plaintiffs admit the allegations in Paragraph 109 of Debtor's Counterclaim-  
8 Objection.

9 110. Plaintiffs deny the allegations in Paragraph 110 of Debtor's Counterclaim-  
10 Objection.

11 111. Plaintiffs deny the allegations in Paragraph 111 of Debtor's Counterclaim-  
12 Objection.

13 112. Plaintiffs deny the allegations in Paragraph 112 of Debtor's Counterclaim-  
14 Objection.

15 113. Plaintiffs deny the allegations in Paragraph 113 of Debtor's Counterclaim-  
16 Objection.

17 **FOURTH CLAIM FOR RELIEF**

18 **(Breach of Contract)**

19 114. Plaintiffs repeat and re-allege their responses to Paragraphs 1 through 113 of  
20 Debtor's Counterclaim-Objection as stated above.

21 115. Plaintiffs admit the allegations in Paragraph 115 of Debtor's Counterclaim-  
22 Objection.

23 116. Plaintiffs deny the allegations in Paragraph 116 of Debtor's Counterclaim-  
24 Objection.

25 117. Plaintiffs deny the allegations in Paragraph 117 of Debtor's Counterclaim-  
26 Objection.

27 118. Plaintiffs admit the allegations in Paragraph 118 of Debtor's Counterclaim-  
28 Objection.



119. Plaintiffs deny the allegations in Paragraph 119 of Debtor's Counterclaim-  
Objection.

120. Plaintiffs deny the allegations in Paragraph 120 of Debtor's Counterclaim-  
Objection.

121. Plaintiffs deny the allegations in Paragraph 121 of Debtor's Counterclaim-  
Objection.

122. Plaintiffs deny the allegations in Paragraph 122 of Debtor's Counterclaim-  
Objection.

**FIFTH CLAIM FOR RELIEF**

**(Breach of Contract)**

123. Plaintiffs repeat and re-allege their responses to Paragraphs 1 through 122 of  
Debtor's Counterclaim-Objection as stated above.

124. Plaintiffs admit the allegations in Paragraph 124 of Debtor's Counterclaim-  
Objection.

125. Plaintiffs deny the allegations in Paragraph 125 of Debtor's Counterclaim-  
Objection.

126. Plaintiffs deny the allegations in Paragraph 126 of Debtor's Counterclaim-  
Objection.

127. Plaintiffs deny the allegations in Paragraph 127 of Debtor's Counterclaim-  
Objection.

128. Plaintiffs deny the allegations in Paragraph 128 of Debtor's Counterclaim-  
Objection.

129. Plaintiffs deny the allegations in Paragraph 129 of Debtor's Counterclaim-  
Objection.

130. Plaintiffs deny the allegations in Paragraph 130 of Debtor's Counterclaim-  
Objection.

131. Plaintiffs deny the allegations in Paragraph 131 of Debtor's Counterclaim-  
Objection.

132. Plaintiffs deny the allegations in Paragraph 132 of Debtor's Counterclaim-  
Objection.

**AFFIRMATIVE DEFENSES**

1. Debtor's Counterclaim is barred for failure to state upon which relief can be granted.
2. Debtor's Counterclaim is barred for lack of standing
3. Debtor's Counterclaim is barred under the applicable statute of limitations.
4. Debtor's Counterclaim is barred under the doctrine of accord and satisfaction
5. Debtor's Counterclaim is barred under the doctrine of waiver.
6. Debtor's Counterclaim is barred for failure to join one or more necessary parties.
7. Debtor's Counterclaim against the Plaintiffs have been released.
8. Debtor was unjustly enriched as a result of his conduct at the expense of the Plaintiffs and  
he is therefore barred from asserting the Counterclaims.
9. Plaintiffs were excused from performing the terms of the Employment Contract due to  
Debtor's failure to perform and breach of said agreement.
10. Debtor's Counterclaim is barred by the doctrines of res judicata and collateral estoppel.
11. Plaintiffs hereby reserve the right to assert additional affirmative defenses as discovery  
proceeds in this matter.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for the following relief:

1. A judgment or order overruling Debtor's Objection to Plaintiffs' Proof of Claim and allowing Plaintiffs' Proof of Claim in its entirety;
2. A judgment or order denying Debtor a discharge as to all amounts allowed to Plaintiffs;
3. An order confirming the Arbitrator's Interim Arbitrator Award and allowing Plaintiffs a claim against Debtor's estate for all such amounts;
4. An award of Plaintiffs' attorneys' fees for fees incurred prior to Debtor filing bankruptcy;
5. An award of pre-judgment and post-judgment interest as allowable by law; and
6. Such other and further relief as it just and proper.

DATED this 5 day of December, 2016.

GREENE INFUSO, LLP

/s/ James D. Greene

James D. Greene, Esq.

Nevada Bar No. 2647

3030 South Jones Boulevard, Suite 101

Las Vegas, Nevada 89146

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3030 South Jones Boulevard Suite 101  
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**CERTIFICATE OF SERVICE**

I am employed by the law firm of Greene Infuso, LLP in Clark County. I am over the age of 18 and not a party to this action. My business address is 3030 South Jones Boulevard, Suite 101, Las Vegas, Nevada 89146.

On December 5, 2016 I served the document(s), described as:

**PLAINTIFFS' ANSWER TO DEFENDANT'S COUNTERCLAIMS AND RESPONSE TO DEBTOR'S OBJECTION TO CLAIM**

☒ by placing the ☐ original ☒ a true copy thereof enclosed in a sealed envelope addressed as follows

☐ a. ECF System (*You must attach the "Notice of Electronic Filing", or list all persons and addresses and attach additional paper if necessary*)

☒ b. BY U.S. MAIL. I deposited such envelope in the mail at Las Vegas, Nevada. The envelope(s) were mailed with postage thereon fully prepaid.

Larson & Zirzow, LLC  
Matthew C. Zirzow, Esq.  
850 E. Bonneville Ave.  
Las Vegas, Nevada 89101

I am readily familiar with Greene Infuso, LLP.'s practice of collection and processing correspondence for mailing. Under that practice, documents are deposited with the U.S. Postal Service on the same day which is stated in the proof of service, with postage fully prepaid at Las Vegas, Nevada in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date stated in this proof of service.

☐ c. BY PERSONAL SERVICE.

☐ d. BY DIRECT EMAIL

☐ e. BY FACSIMILE TRANSMISSION

I declare under penalty of perjury that the foregoing is true and correct.

Dated, this 5 day of December, 2016

/s/ Frances M. Ritchie  
An employee of Greene Infuso, LLP